Received by NSD/FARA Registration Unit 12/31/2018 3:17:00 PM OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

			<u> </u>					
1. Name and Address of Registrant			2. Registration No					
	inancial Strategies, LLC (DBA: Interlink Cap Ison Blvd, Ste 820, Arlington, VA 22209	$ (\chi_{\mathcal{O}})^{M} $						
3. Name of	Foreign Principal	4. Principal Address of Foreign Princip	pal					
The Embassy of Hungary		3910 Shoemaker Street, NW Washington, DC 20008						
⊠ (whether your foreign principal is one of the follo Government of a foreign country ¹ Foreign political party	owing:						
	_ · · · · · ·	k one of the following:						
	☐ Partnership	Committee						
	Corporation	Arlington, VA 22209 4. Principal Address of Foreign Principal 3910 Shoemaker Street, NW Washington, DC 20008 principal is one of the following: gn country 1 ganization: If either, check one of the following:						
	☐ Association	Other (specify)						
. 🔲 I	ndividual-State nationality							
	reign principal is a foreign government, state: Branch or agency represented by the registrant							
	Embassy - Economic and Trade Section		•					
b)	Name and title of official with whom registrant	t deals						
	Krisztjan Jancso, Head of Economic and T							
	reign principal is a foreign political party, state: Principal address	· · · · · · · · · · · · · · · · · · ·						
	•	{						
b)	Name and title of official with whom registran	it deals						
c)	Principal aim							

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

If the foreign principal is not a foreign gove a) State the nature of the business of		• -		· *1
a) Since the matter of the business of	ractivity of this toleten but	noipai.	Thinks area	
			a and a second second	-
			• • • •	
	d •			· · · · · · · · · · · · · · · · · · ·
b) Is this foreign principal:	•		15 42/6 2/6 6 4	
Supervised by a foreign government,	foreign political party, or o	ther foreign principa		Yes □ No □
Owned by a foreign government, fore			•	Yes ☐ No ☐
Directed by a foreign government, fo				Yes □ No □
Controlled by a foreign government,			og Merking of the control	Yes 🔲 No 🔲
Financed by a foreign government, for	1 1		3	Yes □ No □
Subsidized in part by a foreign goven	4		rincipal	Yes 🔲 No 🔲
			· · · · · · · · · · · · · · · · · · ·	
Explain fully all items answered "Yes" in I		ice is needed, a full it	wert page must be u	sed)
			e e	
Section Section	;			•
	t+			
	_			
• • •	·	-	9	
		•		
				•
foreign principal is an organization of foreign principal, state who owns and con		led by a foreign gove	mment, toreign poil	ucai party or other
			and the second	, 4
	· · · · · · · · · · · · · · · · · · ·		* F	
		, ·	* .	
		•	\$ *	
		,		•
		•	1974 July 300 A	
	EXECUTIO	 N	, ,	
In accordance with 28 U.S.C. § 1746, the information set forth in this Exhibit A to the contents are in their entirety true and accurately	he registration statement an	d that he/she is famil		
A PARTIE A TAX A PARTIE A PART			 	
Date of Exhibit A Name and Title Alan Beard, Managir		Signature		

Received by NSD/FARA Registration Unit 12/31/2018 3:16:42 PM

OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503

justici	e, wasnington, DC 20530; and to the Office of Information an	d Regulatory Affairs, Office of Management and Budget, Washington, DC 205
Name of Registrant Capital Financial Strategies, LLC (DBA: Interlink Capital Strategies)		2. Registration No.
3. Na	ame of Foreign Principal	
The	e Embassy of Hungary	
	•	
	Check	Appropriate Box:
4, 🛛	The agreement between the registrant and the above-nuchecked, attach a copy of the contract to this exhibit.	amed foreign principal is a formal written contract. If this box is
5. 🗀	foreign principal has resulted from an exchange of cor	ant and the foreign principal. The agreement with the above-named respondence. If this box is checked, attach a copy of all pertinent al which has been adopted by reference in such correspondence.
6. 🗆	contract nor an exchange of correspondence between t	t and the foreign principal is the result of neither a formal written he parties. If this box is checked, give a complete description below of restanding, its duration, the fees and expenses, if any, to be received.
7. De	scribe fully the nature and method of performance of th	e above indicated agreement or understanding.

Received by NSD/FARA Registration Unit 12/31/2018 3:16:42 PM

As described in the	ne attached Co	ontract par	200 Be 186 200	,						
all the second of the second o		And the same		. 发生		Giranday.	فهم ایرو سالها افزاری و افزارها افزاری و افزارها افزارها معدد میردد	ر میدر ومدر اود مدر دربردهم مد مدرسد مسالمه		L.
44.50 4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Single Property of the Section of th		, 				E E			
	A month of		6 4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6			\$14	A grant of the second of the s			
		, ,				r (g. 1	1.		, 1 , 1	
"Will the activities of the footnote below?	yes 🗍	above foreign No 区	principal includ	de political a	ectivities as	defined	in Section	ļ(o) of t	ne Act and	in ,
If yes, describe all s together with the me					e relations,		or policies	, "1"		
	. ************************************				•		Accid 189	:	•	
	•	-	٠.	 -		-		•		
*	0.0000		* .w - w	* * * * *		a after	- 1	· • •		
		•		٠,		10 14 15 1 10 1 1 1 10 1 1 1 1 1 1 1 1 1 1 1 1 1	* (*) * (*) * (*)	r ti	. ,	
	and the second second	rie Periode		•		· ,	10 10 10 10 10 10 10 10 10 10 10 10 10 1			•
			· •							
	- · · · · · · · · · · · · · · · · · · ·		EXEC	UTION				-		
In accordance with 28 information set forth i contents are in their en	n this Exhibit E	3 to the regist	ration statement	and that he	/she is fam	iliar with				such
Pate of Exhibit B	Name and Ti	tle		Sig	pature /	/ //		 -		
alaila	Alan J Beard		Director	7	THL	. 1/				

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement"), dated as of December 2, 2018, by and between INTERLINK CAPITAL STRATEGIES, having an address at 1600 Wilson Blvd. Suite 820, Arlington, VA 22209 (the "Consultant"), and THE EMBASSY OF HUNGARY IN WASHINGTON D.C., having an address at 3910 Shoemaker St., NW, Washington D.C., 20008 (the "Embassy").

WHEREAS, Consultant has necessary qualifications, experience, abilities, skill and knowledge in the foreign direct investment, cross-border business relations, market research, business promotion and development field; and

WHEREAS, Embassy desires to retain Consultant to perform consulting services to the Embassy and Consultant desires to perform consulting services to the Embassy, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Engagement</u>. Embassy hereby engages Consultant to perform consulting services, and Consultant hereby agrees to render such services to the Embassy, upon the terms and subject to the conditions hereinafter set forth.
- 2 Term. The term of this Agreement shall commence on the date hereof and shall continue thereafter until March 31, 2019 or sooner on the effective date of termination of this Agreement. The period of Consultant's engagement hereunder is referred to in this Agreement as the "Term".
- 3. <u>Consultant Compensation</u>. (a) As compensation for the consulting services to be rendered by Consultant, Embassy shall pay a flat fee of \$60,000.00 (the "Fee") to Consultant. The Fee shall represent the sole consideration to be paid by the Embassy for the services rendered by Consultant, or any expenses incurred by the Consultant.
- (b) The Flat Fee is payable as follows: Upon successful completion of the Term, Consultant shall prepare a summary report of its activities and services provided during the Term and issue an invoice to Embassy for the Fee at which point the Embassy shall issue a certificate of completion. The Fee shall be paid within ten (10) business days following the date the Embassy issues a certificate of completion. The issuance of the certificate of completion shall not be unreasonably withheld by the Embassy so long as the Consultant provided the services required by this Agreement and materially complied with the terms of this Agreement.
- (c) All invoices shall be issued in line with the tax-exempt diplomatic mission status of the Embassy.
- 4. <u>Scope of Services</u>. (a) Upon the request of Embassy, and on such dates and at such times during the Term as are agreed upon by Embassy and Consultant, and required, Consultant shall render consulting services related to promotion and lead generation of foreign



direct investment into Hungary, cross-border business relations, market research, business promotion and development as more fully described on the attached Schedule "A" (the "Services").

- (b) Consultant shall, including, but not limited to, consult with Embassy on the organization, planning, structure, vision, management, execution, and implementation of business promotion and lead generation, identification, evaluation, invitation of participants, promotion and coordination, identification, contact establishment with target companies and investors, organization of meetings, investor profile preparation. Consultant shall not be and shall not represent any of Consultant's employees or agents to anyone as, an employee of Embassy or entitled to any employment rights or benefits from the Embassy.
- (c) Consultant agrees to make available to Embassy so much of Consultant's professional time and effort as Embassy may request and that is appropriate to Embassy's needs and to successfully complete the Services. Upon request of the Embassy, Consultant shall provide interim progress reports during the Term.
- (d) Consultant shall provide consulting services of first quality, in line with best practices, and all work and workmanship associated with the services provided must be in accordance with customary standards of the various trades and industries involved in the provision of Consultant's services to the Embassy. All work associated therewith shall be high-quality in all respects. No advantage will be taken by Consultant in the omission of any part or detail of the services rendered. Consultant shall use diligence and professional care to avoid any unintended harm to the Embassy directly or indirectly caused by Consultant due to and in connection with the provision of the services enumerated herein.
- 5. <u>Exclusive Consulting</u>. During the Term, Consultant shall promptly notify Embassy of any new employment, consulting or other relationship or affiliation of Consultant so that Embassy may evaluate whether any conflict of interest may arise therefrom.
- 6. <u>Confidentiality</u>. (a) Confidential Information (the "Confidential Information") refers to any data or information related to the Embassy, whether business or personal, which would reasonably be considered to be private or proprietary to the Embassy and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Embassy.
- (b) The Consultant agrees that Consultant will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Embassy or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- (c) All written and oral information and material disclosed or provided by the Embassy to the Consultant under this Agreement is Confidential Information regardless of weather it was provided before or after the date of this Agreement or how it was provided to the Consultant.
- 7. Ownership of Intellectual Property. (a) all intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or



applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed, or produced under this Agreement, is a "work for hire" and will be the sole property of the Embassy. The use of the Intellectual property by the Embassy will not be restricted in any manner.

- (b) The Consultant may not use the Intellectual Property for any purpose other than contracted for in this Agreement except with the written consent of the Embassy. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
- 8. <u>Consultant's Representations and Warranties.</u> Consultant represents, warrants and covenants to Embassy as follows:
- (a) Consultant is not under any legal disability, including any obligation of confidentiality or non-competition, which prevents Consultant from executing or fully performing this Agreement, or which would render such execution or performance a breach of contract with any third party;
- (b) Consultant's performance hereunder will not give rise to any right or claim by any third party, including, but not limited to, any of Consultant's employees or any person to whom Consultant has provided or currently provides consulting services, to any intellectual or other property or rights of Embassy; and
- (c) Consultant has not brought and will not bring to the Embassy, and has not used and will not use, during Consultant's engagement with Embassy any materials, information or documents of a former employer, any person or entity for which Consultant has acted as an independent contractor or consultant, or any other person, which materials, information, or documents are not generally available to the public or for which Consultant's use is restricted, unless Consultant has obtained written authorization from any such former employer, person or firm for their possession and use.
- (d) Consultant is not a registered broker dealer and is not in the business of placing debt or equity.
- 9. <u>Injunctive and Other Equitable Relief.</u> Consultant acknowledges and agrees that (a) Consultant's services are of a special, unique, and extraordinary character and it would be very difficult or impossible to replace them, (b) this Agreement's terms are reasonable and necessary to protect Embassy's legitimate interests, (c) this Agreement's restrictions will not prevent Consultant from earning or seeking a livelihood, (d) this Agreement's restrictions shall apply wherever not prohibited by law, and (e) Consultant's violation of any of this Agreement's terms would irreparably harm Embassy. Consultant acknowledges and agrees that that irreparable injury may result to Embassy from Consultant's violation or continued violation of the terms of this Agreement and, in such event, Consultant expressly agrees that Embassy shall be entitled, in addition to damages and any other remedies provided by law, to an injunction issued by a court of competent jurisdiction restraining Consultant from committing or continuing any such violation or other equitable remedy respecting such violation or continued violation by Consultant, without the need to post any bond or for any other undertaking or to prove the inadequacy of money damages. This Section 9 shall not, however, be construed as a waiver of



any of the other rights or remedies which Embassy may have in case of any such breach or threatened breach, including, without limitation, the right to damages.

- 10. Relationship Created. (a) In all activities hereunder, Consultant shall be an independent contractor and Embassy shall have no liability whatsoever for withholding, collection or payment of income or payroll taxes or for taxes of any other nature on behalf of Consultant. Consultant shall be solely responsible for all reporting and paying of any and all federal, state and local taxes, contributions and withholding and any other claim to or arising out of any compensation paid by Embassy to Consultant hereunder.
- (b) Nothing contained herein shall be deemed (i) to make either party or any employee of such party the agent, employee, joint venturer or partner of the other party or (ii) to provide either party or any employee of such party with the power or authority to act on behalf of the other party or to bind the other party to any contract, agreement or arrangement with any other person.
- (c) All personnel employed or otherwise engaged by either party shall be the agents, servants and employees of such party only, and the other party shall incur no obligations or liabilities, express or implied, by reason of, or with respect to, the conduct of such personnel.
- Notices. Notices to any party hereunder shall be deemed to be sufficiently given if delivered personally or sent by first class mail, with proper postage affixed, to the address of such party set forth herein, or to such other address as may be specified by either party by notice to the other party hereto. Notices shall be deemed given when delivered, if delivered personally, or on the third business day after mailing, as provided above.
- 12. <u>Severability</u>. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties will negotiate in good faith to restore the unenforceable provision to an enforceable state and to provide reasonable additions or adjustments to the terms of the other provisions of this Agreement so as to render the whole Agreement valid and binding to the fullest extent possible, and in any event, this Agreement shall be interpreted to be valid and binding to the fullest extent possible.
- 13. Termination. The Embassy may terminate this Agreement with cause and without penalty or expense at any time immediately upon written notice to Consultant, if: (1) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (2) Consultant fails to perform in the manner called for in the Agreement; or (3) Consultant does not provide the services in accordance with the requirements of the specifications in the Agreement. Consultant may also have an option to terminate this Agreement for cause, if Embassy fails to materially comply with the terms of this Agreement, provided Consultant shall notify Embassy in writing of such alleged non-compliance and provide a cure period of ten (10) days. If Embassy does not cure the alleged non-compliance, or does not make a good faith effort to cure such non-compliance, Consultant may terminate this Agreement.
- 14. <u>Effects of Termination</u>. The rights and obligations of the parties set forth in Sections 6, 7, and 9 shall remain in effect after termination of this Agreement.



- 15. Compliance with Laws. Consultant shall be solely responsible for compliance with any and all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the services provided and the Agreement. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the Embassy in the Agreement shall not relieve Consultant of its obligations to comply with all laws fully and completely. Consultant shall be responsible for obtaining all necessary permits and licenses, if required for performance and completion of the services provided by Consultant. Consultant shall further be responsible to comply with registration requirements under the lobbying Disclosure Act of 1995, as amended from time to time, should Consultant determine that such registration is required.
- 16. <u>Miscellaneous</u>. (a) As used in this Agreement, the terms "Agreement", "Consultant", "Embassy", "Services", "Fee" shall have the respective meanings assigned to such terms in the introductory paragraph and recitals to this Agreement.
- (b) Failure or delay by either party to enforce any right which it may have hereunder shall not be deemed to waive any right which it may have in that or any other instance.
- (c) This Agreement shall be governed by, and construed pursuant to, the laws of the State of New York applicable to agreements made and performed in such State.
- (d) This Agreement may not be changed orally but may be changed only in a writing executed by the party to be charged with enforcement.
- (e) The parties hereto acknowledge that this Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties as to such subject matter and that there are no oral or other written understandings, agreements or arrangements between the parties relating to the subject matter hereof which are not fully set forth herein.
- (f) Consultant agrees to indemnify and hold the Embassy harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the Embassy may incur by reason of any third-party claim or suit arising out of or in connection with consultant's failure to perform pursuant to this Agreement, as well as the negligence, gross negligence, or intentional misconduct of Consultant, its employees, agents and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors.
- 17. Thorough Understanding of Agreement. Consultant has read all of this Agreement and understands it completely, and by Consultant's signature below represents that this Agreement is the only statement made by or on behalf of the Embassy upon which Consultant has relied in signing this Agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, or caused this Agreement to be duly executed by their respective officers or other representatives thereunto duly authorized, in each case as of the date first above written.

EMBASSY OF HUNGARY IN WASHINGTON D.C.

By: Name: Dr. László Szabó

Title: Ambassador

INTERLINK CAPITAL STRATEGIES

By:

Name: Mr. Alan Beard Title: Managing Director

SCHEDULE "A"

ICS will coordinate all activities required to perform as follows:

- Identification of target companies/investors
- Establishing contact between the Embassy and target companies
- Preparation of company and investor profiles
- Preparation of meetings and advices (through potential round-table meetings)
 - o Utah
 - o New Orleans
 - o Florida
 - o Texas
 - o Etc.
- Participation at business meetings (at least 10 one-on-one meetings)
- Summary and final report about the project

In more detail the aforementioned tasks will be carried out by implementing the following:

- BUSINESS COMMUNICATIONS AND US STRAGEGIC CONNECTIONS ICS will assist ERH in creating a promotion strategy to message to businesses that are not only in the traditional markets (NYC, Los Angeles, etc.), but also in the "flyover" states of the USA in the strategic market interests of ERH, such as: Innovation, tech, IT, software, electronics, cybersecurity, border security, communications, artificial intelligence, transportation, medicine, medical technologies, functional/health food. ICS will use its relationship in the investment and small business communities to reinforce the marketing campaign and educate them about Hungary. In close coordination with ERH, ICS will start arranging discussions towards business delegations and promotion visits to Hungary to increase the profile of Hungary in front of the US business and investment communities and to support the cooperation of US and Hungarian businesses.
- ERH PROJECT SUMMARIES AND PRIORITIES ICS will assist ERH in reviewing
 and prioritizing the strategic investment projects to which Hungary is trying to attract
 investors. ICS will have to not only become familiar with these projects but will also help
 ERH to provide a priority framework and create a framework for these projects to make them
 more attractive as "shovel ready".

Finally, some of the successful strategies to promote investment in Hungary will be initially based on joint ventures and trade relationships between US and Hungary companies. ICS will provide the forum to establish trade and strategic relations and to strengthen these to successful long-term investment relations in Hungary and with ERH provide a forum of match-making for US and Hungarian businesses.

In order to make business relations and meeting more structured and attractive for US businesses, ICS can provide support and risk management by providing the following:



- TRADE FINANCE, RISK MITIGATION, AND WORKING CAPITAL ICS will help
 demonstrate the availability of working capital financing availability to support transactions
 from Hungary or in Hungary. This funding can utilize ExIm Bank support or other Export
 Credit Agency support. US businesses will view FDI opportunities in Hungary more
 favorably when they have financing availability confirmed, or where cross-border trade
 transactions can be sufficiently de-risked.
- PROJECT FINANCING ICS will help prepare by coordinating local banks' and
 development banks efforts for arranging limited recourse project financing, which could
 come from a Development Finance Institution (DFI) or Export Credit Agency (ECA) to
 support ERH's target projects. ICS has a wide network of these agencies and with ERH's
 support ICS will manage relationships for these agencies to define framework agreements
 and MOUs in support of projects in Hungary.
- ICS with ERH' support could offer US companies the following turn-key solutions, including providing the due diligence, underwriting, and financial modeling expertise of the company in a proprietary fashion.
 - Fatal flaw analysis needed to make this business opportunity a bankable project.
 - Participation in negotiations with the Government/Regulators, as required.
 - Follow-on support to the sponsors vis-à-vis the Government/Regulators to ensure successful implementation of the project.
 - Reducing lenders' due diligence fees. ICS has been successful in rolling back agency mandate letter fees by a meaningful percentage.
 - Creating an efficient financing structure. Optimizing debt to equity structure as well as potential sources of funding.
 - Preparation of detailed and compelling *Information Memoranda* to obtain agency approval and for PRI purposes (as described above).
 - Negotiating favorable terms and conditions in the Project term sheet and loan agreements, including tenors, pricing, covenants, and dividend tests.
 - Identification and management of the *private bank players* under B-loan structures and guaranteed loans as required.
 - Overall management of the project structuring efforts, including preparation of marketing materials, modification of the financial model, and face-to-face meetings and presentations.
 - General agency management from mandate letter through first disbursement, including due diligence trips, environmental assessment, satisfaction of conditions precedent to disbursement.
- NETWORKING IN HUNGARY Through its affiliate business network and subcontractors in Hungary, ICS will provide outreach and briefings to Hungarian companies who have an interest in doing business in the USA and inform and encourage the utilization of the aforementioned activities

